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July 1, 2010

REQUEST FOR PROPOSAL (RFP)

IntelliDriveSM for HOT Lane Operations - Phase 2

Letter of Invitation

Dear Consultant:

The Metropolitan Transportation Commission (MTC) invites your firm to submit a proposal to design/build/operate the testbed for Phase 2 of the IntelliDrive High-Occupancy/Toll (HOT) Lane Operations project.

This letter, together with its enclosures, comprises the Request for Proposal (RFP) for Phase 2 of the IntelliDrive HOT Lane Operations project. You may download a copy of the RFP from MTC's website at <http://www.mtc.ca.gov/jobs/>. Responses should be submitted in accordance with the instructions set forth in this RFP.

Proposal Due Date

Interested firms must submit one (1) original and six (6) copies, as well as one electronic PDF and Word/Excel versions, of their proposal by Tuesday, August 10, 2010 at 4:00 p.m. ***Proposals received after that date and time will not be considered.*** Proposals shall be considered firm offers to provide the services described for a period of ninety (90) days from the time of submittal.

MTC Point of Contact

Proposals and all inquiries relating to this RFP shall be submitted to Janet Banner, Project Manager, at the address shown below. For telephone inquiries, call (510) 817-5971. E-mail inquiries may be directed to jbanner@mtc.ca.gov.

Janet Banner
Metropolitan Transportation Commission
Joseph P. Bort MetroCenter
101 Eighth Street
Oakland, CA 94607-4700

Project Overview

A grant received through the Urban Partnership Program (UPP), sponsored by the USDOT, has offered MTC the opportunity to implement a project to demonstrate the advanced technological capabilities of IntelliDriveSM to improve toll operations. Given the long-term strategic importance of IntelliDrive to travel demand strategies, such as road pricing, MTC plans to analyze and test the feasibility and potential value of using IntelliDriveSM technologies to support HOT lane operations.

The overall UPP IntelliDrive project has been divided into two phases. Phase 1, covering a white paper and national workshop, has been completed. This RFP is for Phase 2, which is the field demonstration to test the selected use cases from Phase 1 using IntelliDrive technologies to support HOT lane operations. This RFP is intended to solicit proposals from interested consultants to design/build/operate the testbed for Phase 2 of the IntelliDrive HOT Lane Operations project.

Background

MTC is the transportation planning and funding agency for the nine-county Bay Area. MTC has a number of additional responsibilities beyond the typical activities of a metropolitan planning organization. MTC manages a range of technology projects intended to improve transportation system management, including having an active role in the national IntelliDriveSM program.

The Commissioners on MTC serve as the Bay Area Toll Authority (BATA), a separate public agency formed by the California Legislature in 1997 to administer the base \$1 auto toll on the San Francisco Bay Area's seven state-owned toll bridges. In August 2005, the California Legislature expanded BATA's responsibilities to include administration of all toll revenue and joint oversight of the toll bridge construction program with Caltrans and the California Transportation Commission. Caltrans owns and operates the state-owned bridges.

On April 22, 2009, MTC adopted the long-range Transportation 2035 Plan (http://www.mtc.ca.gov/planning/2035_plan/index.htm), which commits to developing regional network of high occupancy toll lanes, called the Regional Express Lane Network, throughout the region. At the same time, the Commission adopted a framework (http://www.mtc.ca.gov/legislation/HOT_LegislativeFramework.pdf) to guide pending legislation authorizing a Bay Area Express Lane Network and voted to support the legislation, California Assembly Bill No. 744. More information about the Bay Area Express Lane Network and further updates on AB 744 is available on MTC's website <http://www.mtc.ca.gov/planning/hov/index.htm>.

Minimum Qualifications

To be eligible for proposal evaluation, a proposer must demonstrate to MTC's satisfaction the following professional qualification:

Hands-on project management experience in designing, building and operating an ITS roadway testbed

Other Qualifications:

The following qualifications are also necessary and will, in addition to the Minimum Qualification, form the basis of evaluating a Contractor's experience and qualifications:

Knowledge of and experience with:

- 1) Systems Engineering methodology
- 2) Experimental design and evaluation of testing results
- 3) IntelliDriveSM technologies
- 4) HOT lane technologies
- 5) Obtaining encroachment permits from Caltrans District 4
- 6) Outcomes from Phase 1 of the IntelliDrive HOT lane project

Conflicts of Interest

Please refer to section II.C of the RFP for a discussion of conflicts of interest.

Disadvantaged Business Enterprise Participation

Effective June 2, 2009, the California Department of Transportation (Caltrans) requires recipients of DOT grant funds through Caltrans to impose the following DBE utilization requirements on its consultants and contractors. CONSULTANT's DBE participation on this Agreement will assist Caltrans in meeting its federally mandated statewide overall DBE goal.

MTC has established an Underutilized Disadvantaged Business Enterprise (UDBE) contract goal of 4% for contracts entered into as a result of this RFP. Respondents are required to document their activities in the solicitation and selection of subconsultants on *Appendices E-3, E-4, and E-5*, the Local Agency Proposer UDBE Information (Consultant Contracts), Local Agency Proposer DBE Information (Consultant Contracts), and UDBE Information-Good Faith Efforts respectively. A report on the Utilization of Disadvantaged Business Enterprises (DBE) First-Tier Subcontracts must be included with all invoices. MTC may withhold payment pending receipt of such report. For the complete DBE participation provisions applicable to this procurement, see *Section VI.H* of the RFP and *Appendix E*.

Scope of Work, Budget and Schedule

A preliminary scope of work detailing the tasks associated with this consulting effort, is included in this RFP as *Appendix A, Preliminary Scope of Work*.

The maximum amount available for this project is one million, two thousand and five hundred dollars (\$1,002,500). The contract payment terms will be lump sum (firm fixed price) with payment made on the basis of receipt and acceptance of satisfactory deliverables by the MTC Project Manager.

The project is expected to begin in November 2010 and to end in June 2012.

Proposers' Conference, Requests for Clarification or Exceptions, Addenda

A proposers' conference will be held on Wednesday, July 14, 2010 at 2:00 p.m. at the Joseph P. Bort MetroCenter Building, 101 8th Street, 3rd Floor, Oakland, in the Claremont Conference Room.

Any addenda will be posted on MTC's website. All potential bidders are responsible for checking the website for any addenda to the bid documents.

Any requests for clarification of or exceptions to RFP requirements must be received by MTC no later than 4:00 p.m. on Monday, July 19, 2010 to guarantee response or consideration.

Proposal Evaluation

Proposals will be due by 4:00 p.m. on Tuesday, August 10, 2010. Proposals will be evaluated in accordance with the evaluation criteria listed in *Section V* of this RFP. Interviews, if held, will occur on Wednesday, September 1 and Thursday, September 2, 2010.

MTC reserves the right to accept or reject any or all proposals submitted, waive minor irregularities in proposals, request additional information or revisions to offers, and to negotiate with any or all proposers. Any contract award will be to the firm that presents the proposal that, in the opinion of MTC, is the most advantageous to MTC, based on the evaluation criteria in *Section V*.

Consultant Selection Timetable

<u>Date/Deadline</u>	<u>Procurement Milestone</u>
Wednesday, July 14, 2010 at 2:00 p.m.	Proposers' Conference at 101 Eighth Street, 3 rd floor Oakland, CA 94607 Claremont Conference Room, 3 rd Floor
Monday, July 19, 2010 at 4:00 p.m.	Closing date/time for receipt of requests for clarification/exceptions
No later than three (3) working days prior to the date proposals are due	Closing date for receipt of objections to RFP provisions
Tuesday, August 10, 2010 at 4:00 p.m.	Closing date/time for receipt of proposals
Wednesday, September 1 and Thursday, September 2, 2010	Interviews (if held)
October 8, 2010	MTC Operations Committee Approval
Monday, November 1, 2010	Start of contract

General Conditions

MTC will not reimburse any individual or firm for costs related to preparing and submitting comments to this industry review draft RFP.

All materials submitted by proposers are subject to public inspection under the California Public Records Act (Government Code § 6250 *et seq.*), unless exempt. (See *Section VI.G* of RFP).

A synopsis of MTC's contract provisions is enclosed for your reference as *Appendix D*. If a proposer wishes to propose a change to any standard MTC contract provision, the provision and the proposed alternative language must be submitted prior to the closing date for receipt of requests for clarifications/exceptions listed above. If no such change is requested, the Consultant will be deemed to accept MTC's standard contract provisions, unless such language is protested in accordance with the procedures in *Section VI.F* of the RFP.

unless such language is protested in accordance with the procedures in Section *VI.F* of the RFP.

The selected Consultant will be required to maintain insurance coverage, during the term of the contract, at the levels described in *Appendix D-1*. Consultant agrees to provide the required certificates of insurance providing verification of the minimum insurance requirements listed in *Appendix D-1, Insurance Requirements*, within five (5) days of MTC's notice to firm that it is the successful proposer. Requests to change MTC's insurance requirements should be submitted on or prior to the closing date for receipt of requests for clarifications/exceptions listed above. MTC will review the requests and issue an addendum if material changes requested by a prospective proposer are acceptable. Objections to MTC determinations on requests to change insurance requirements must be brought to MTC's attention no later than the date for protesting RFP provisions listed above. If such objections are not brought to MTC's attention consistent with the protest provisions of this RFP, compliance with all material insurance requirements will be assumed.

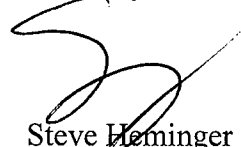
As this project is funded, in part, with FHWA funds, the resulting contract will be subject to the federally required provisions included in *Appendix E - Department of Transportation Requirements*.

Authority to Commit MTC

Based on an evaluation conducted by an evaluation panel, the Executive Director will recommend a Phase 2 IntelliDrive for HOT Lane Operations Consultant to the MTC Operations Committee, which will commit MTC to the expenditure of funds in connection with this RFP.

Thank you for your interest.

Sincerely,



Steve Heminger
Executive Director

SH: JB

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REQUEST FOR PROPOSALS

to the

METROPOLITAN TRANSPORTATION COMMISSION

for

INTELLIDRIVESM FOR HOT LANE OPERATIONS - PHASE 2

July 1, 2010

Joseph P. Bort MetroCenter
101 Eighth Street
Oakland, CA 94607-4700

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I. BACKGROUND, OBJECTIVE AND PROJECT DESCRIPTION

A. Background

A grant received through the Urban Partnership Program (UPP), sponsored by the USDOT, has offered MTC the opportunity to implement a project to demonstrate the advanced technological capabilities of IntelliDriveSM to improve toll operations. Given the long-term strategic importance of IntelliDriveSM to travel demand strategies, such as road pricing, MTC plans to analyze and test the feasibility and potential value of using IntelliDriveSM technologies to support High-Occupancy/Toll (HOT) lane operations.

MTC AND BATA

MTC is the transportation planning and funding agency for the nine-county Bay Area. MTC has a number of additional responsibilities beyond the typical activities of a metropolitan planning organization. MTC manages a range of technology projects intended to improve transportation system management and has an active role in the national IntelliDriveSM program.

MTC shares a governing board with the Bay Area Toll Authority (BATA), a separate public agency formed by the California Legislature in 1997 to administer the base \$1 auto toll on the San Francisco Bay Area's seven state-owned toll bridges. In August 2005, the California Legislature expanded BATA's responsibilities to include administration of all toll revenue and joint oversight of the toll bridge construction program with Caltrans and the California Transportation Commission. Caltrans owns and operates the state-owned bridges.

On April 22, 2009, MTC adopted the long-range Transportation 2035 Plan (http://www.mtc.ca.gov/planning/2035_plan/index.htm), which commits to developing regional network of high occupancy toll lanes, called the Regional Express Lane Network, throughout the region. At the same time, the Commission adopted a framework (http://www.mtc.ca.gov/legislation/HOT_LegislativeFramework.pdf) to guide pending legislation authorizing a Bay Area Express Lane Network and voted to support the legislation, California Assembly Bill No. 744. More information about the Bay Area Express Lane Network and further updates on AB 744 is available on MTC's website <http://www.mtc.ca.gov/planning/hov/index.htm>.

B. Project Objective

The primary objective of this project is to design/build/operate a testbed on the I-680 HOT lane corridor in order to demonstrate the technical feasibility of using IntelliDriveSM technologies for the primary use case of toll collection, and if feasible, for the use case of traveler information.

C. Project Description

The overall UPP IntelliDriveSM project is scheduled to close by end of June 2012 and is divided into two phases. Phase 1, covering a white paper and national workshop, has been completed. This RFP is for Phase 2, which is the field demonstration to test the selected use cases utilizing IntelliDriveSM technologies to support HOT lane operations.

Phase 1

MTC selected the Phase 1 consultant via a RFP to identify specific concepts that are feasible for, and would benefit from, field testing of HOT lane operations using IntelliDrive technologies. A white paper was published on October 9, 2009 and identified opportunities and challenges associated with IntelliDrive technologies and applications that could support HOT lane operations. The paper provided recommendations on specific components of an IntelliDrive HOT lane project which we intend to demonstrate during Phase 2.

Use Cases for Express Lane Operations Analyzed in White Paper

A series of use cases of IntelliDrive technologies for the deployment and operations of express lanes in the Bay Area were identified and analyzed in the White Paper. These use cases include:

- Toll collection
- Dynamic pricing
- In-vehicle account management
- Back-office toll processing
- Vehicle occupancy
- Automated enforcement
- Probe vehicles
- Traveler information
- Regional and corridor traffic management

Use Cases Recommended in White Paper

Three use cases were recommended in the White Paper for the Phase 2 field tests:

- Toll Collection
- Back-Office Toll Processing
- Traveler Information

These use cases are described fully in sections 7 and 11 of the White Paper.

A national workshop was held October 21, 2009. It provided an opportunity to present the findings of the white paper and a means for private industry and public agencies to give feedback and engage in discussions about the white paper's recommendations and

the subsequent field demonstration in Phase 2. There were over 100 attendees from federal, state & local transportation agencies, universities, vendors and transportation consulting firms.

Workshop participants felt that all three of the use cases recommended in the white paper were viable for Phase 2. In addition, there was significant interest in the automated enforcement and vehicle occupancy use cases.

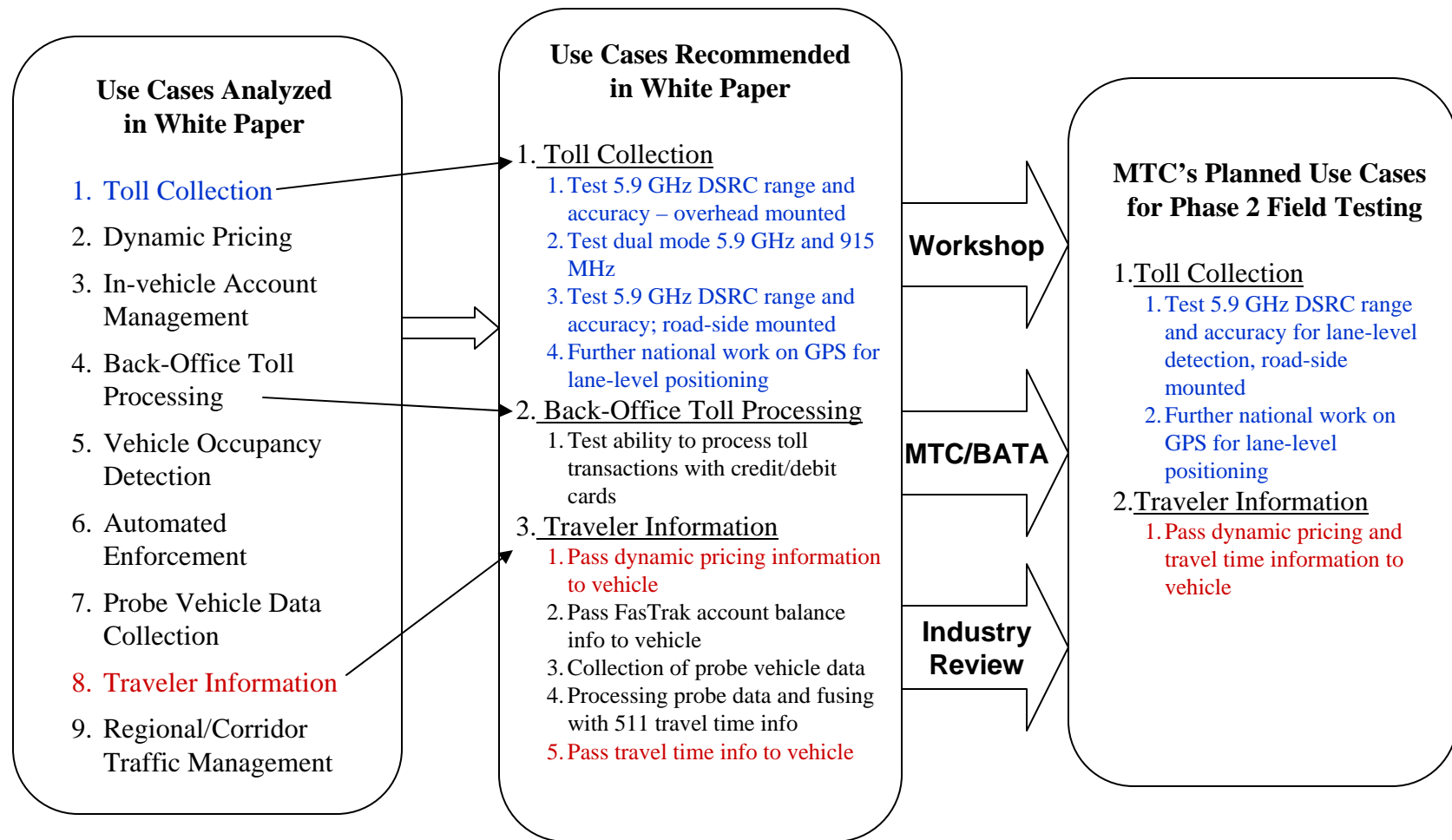
A written summary of the workshop was issued on December 14, 2009. All documents from Phase 1 are available here: <http://www.mtc.ca.gov/planning/intellidrive/>.

Phase 2

MTC conducted an Industry Review of the Phase 2 draft RFP in April 2010. Based on the comments received from the Industry Review, MTC has decided to focus the Phase 2 demonstration on the toll collection scenario using RSE installations of 5.9 GHz equipment. If budget will allow, MTC would also like to test the traveler information use case. Diagram A on page 6 shows the selection process for the planned use cases to be tested in Phase 2.

Diagram A

Process for Determining Phase 2 Use Cases



Toll Collection Use Case

The test scenario for the toll collection use case will include the use of 5.9 GHz DSRC equipment, mounted roadside, ideally on existing infrastructure, to verify there is sufficient range, reliability and accuracy to support toll collection including lane-level detection accuracy. Depending on the test results utilizing only 5.9 GHz technology, this scenario might require the use of GPS technology including further development of the accuracy of commercial GPS technology for lane-level positioning of vehicles.

Traveler Information Use Case

If there is sufficient capacity in budget after demonstrating the toll collection use case, MTC would like to demonstrate how dynamic pricing and travel time information can be provided to vehicles' on-board equipment utilizing 5.9 GHz and 3G wireless communication. The travel time information would contain a comparison of the travel times for express lanes versus general purpose lanes.

Demonstration Project Testbed Location

The Phase 2 demonstration project's testbed will be located on the express lane corridor on I-680 in the San Francisco Bay Area. The I-680 Express Lane project is located on a 14-mile stretch of southbound I-680 between Highway 84 on the north and Highway 237 on the south. Approximately 80% of the project is located in Alameda County with the remainder in Santa Clara County. The scheduled opening date for this express lane is September 2010. The Sunol Smart Carpool Lane Joint Powers Authority oversees the project. It has members from Santa Clara County's Valley Transportation Authority, the Alameda County Congestion Management Agency, and the Alameda County Transportation Improvement Authority. The Alameda County Congestion Management Agency serves as administrator of the project. Documentation for the I-680 Express Lane project is available here: <http://www.accma.ca.gov/pages/RFPsRFQsPast.aspx>.

Demonstration Project Fleets

The white paper recommended two fleets of test vehicles: one fleet of 50 to 100 regular commuters, and a second fleet of 3 to 5 professional drivers. However, the final determination of fleet approach (size and type of drivers) will depend on the demonstrations' evaluation and test plans to be developed by the consultant.

Communication and Enabling Technologies

For the toll collection and traveler information use cases, 5.9 GHz DSRC and 3G cellular communication technologies will be utilized. In addition, the toll collection use case might require GPS technology and possibly the use of National Differential GPS.

II. PROPOSER QUALIFICATIONS AND OTHER REQUIREMENTS

A. Minimum Qualification

To be eligible for proposal evaluation, a Proposer must demonstrate to MTC's satisfaction the following professional qualifications:

Project management experience in designing, building and operating an ITS roadway testbed.

B. Other Qualifications

In addition to the Minimum Qualification, the Contractor should have knowledge of and/or experience with:

1. Systems Engineering methodology
2. Experimental design and evaluation of testing results
3. IntelliDriveSM technologies
4. HOT lane technologies
5. Obtaining encroachment permits from Caltrans
6. Outcomes from Phase 1 of the IntelliDrive HOT lane project

C. Conflicts of Interest

An organizational conflict of interest exists when a consultant, because of other activities, relationships, or contracts, is unable or potentially unable to render impartial assistance or advice to MTC, and the consultant's objectivity in performing the contract work is or might be otherwise impaired or a consultant has an unfair competitive advantage.

Whenever MTC is awarding a contract that involves the rendering of advice, it will consider whether there exists the potential for bias, because of other activities, relationships or contracts of the consultant, and if so, whether any potential bias can be mitigated acceptably by MTC and the consultant.

In order to inform this decision with respect to this RFP, disclosures of potential conflicts of interest and proposed risk mitigation are required in the Section IV.I, Proposal Form.

Questions were raised during the industry review of this RFP as to the competitive advantage of the Phase 1 contractor in participating in Phase 2. MTC does not believe that any competitive advantage to the Phase 1 contractor resulting from its familiarity with what is being required in Phase 2 is an unfair one. The services to be provided by the Phase 2 contractor are significantly different from the services required in Phase 1, as reflected in the differences between the Phase 1 and Phase II consultant minimum qualifications.

III. SCOPE OF WORK, PERIOD OF PERFORMANCE, AND BUDGET

A. Scope of Work

The preliminary scope of work for the project is provided in *Appendix A – Preliminary Scope of Work*. One of the first tasks in the Preliminary Scope of Work is to develop a final, detailed Scope of Work based on the proposers' recommendations and discussions with the MTC Project Manager. The selected Consultant will be expected to perform all work and analysis necessary to complete the tasks in the final Scope of Work.

B. Period of Performance

This project is expected to begin in November 2010 and will have an approximate duration of twenty months.

C. Budget

The maximum amount available for this project is one million two thousand five hundred dollars (\$1,002,500). MTC's intends that the contract payment terms will be lump sum (firm fixed price) with payment made on the basis of receipt and acceptance of satisfactory deliverables by the MTC Project Manager.

D. Personnel

To the extent reasonably possible, key staff persons assigned to the project are expected to remain on the project through its completion. Any change in key staff persons identified in the contract is subject to the approval of the MTC Project Manager. Removal of any key staff persons identified in the contract without written consent of the MTC Project Manager may be considered a material breach of contract.

IV. PROPOSAL FORM

Proposers must submit an original and six (6) hard copies, as well as one electronic PDF and Word/Excel versions, of their proposal to MTC, at the address listed on page 1 of the Letter of Invitation, by 4:00 p.m on Tuesday, August 10, 2010 to be considered. Proposal content and completeness are most important. Clarity is essential and will be considered in assessing the proposer's capabilities.

The following documents from Phase 1 should be referenced in preparation of the proposal:

- IntelliDrive White Paper for HOT Lane Operations
- IntelliDrive Workshop Summary

All documents from Phase 1 are available here:
<http://www.mtc.ca.gov/planning/intellidrive/>.

Each proposal should include:

A. Transmittal Letter

Proposals must include a transmittal letter signed by an official authorized to solicit business and enter into contracts for the firm and the name and telephone number of a contact person, if different from the signator. The transmittal letter should refer to this RFP by title and date and should include a statement that the Proposal is a firm offer to enter into a contract with MTC according to the terms of the RFP for ninety (90) days following its submission.

B. Title Page

Proposals must include a title page that includes the RFP subject, the name of the proposer's firm, local address, telephone number, name of contact person, the contact person's email address and/or telephone number, and the date.

C. Table of Contents

Proposals must include a table of contents that includes a clear identification of the material by section and page number.

D. Overview and Summary

This section should clearly convey the Consultant's understanding of the nature of the work and the general approach to be taken. This section should be no more than 5 pages and should include, but not be limited to, the following:

- Discussion of the purpose of the project;
- A summary of the proposed approach, including which elements of the traveler information use case can be included;
- Discussion of roles and responsibilities of each firm if the Consultant is a team of firms; and
- Discussion of the procedures for how third-party independent verification will be performed and the process for direct communication with MTC.

E. Detailed Work Plan

1. Provide a proposed Scope of Work.

2. Discuss how the proposer will conduct each task of the project, identify deliverables, and propose a preliminary schedule. The discussion shall be in sufficient detail to demonstrate a clear understanding of the project. For each task, proposers should provide detail on how work will actually be performed and identify any important considerations. Proposer should provide ideas for cost control and mitigation of potential risks or obstacles in each task. The selected Consultant, in consultation with MTC staff, will develop a final Scope of Work and schedule, as part of Task #1.
3. Provide a staffing plan for each task and subtask of the work. Provide an organizational chart that shows roles and responsibilities of key personnel and communication relationships between MTC, consultant staff, and subcontractors.

The work plan should be no more than 25 pages.

F. Draft Concept of Operations

Provide a draft Concept of Operations. The document shall be in sufficient detail to demonstrate a clear understanding of the project and shall discuss Concepts for the Proposed System and the Use Cases. The selected Consultant, in consultation with MTC staff, will develop a final Concept of Operations, which is a deliverable in the *Preliminary Scope of Work, Appendix A*. The draft Concept of Operations should be no more than 15 pages.

G. Qualifications and References

1. Firm Qualifications: a company profile and summary of the firm's qualifications in relation to this project, addressing each of the qualifications listed in Section II and other desirable experience and expertise. The company profile should specify the firm size and number of staff available to work on this project. This section should also address the firm's qualifications of subconsultants playing a significant role in project performance.
2. Team Member Qualifications: describe proposed team members' qualifications specific to the requirements set forth in *Section II, Proposer Qualifications and Requirements*. Identify the personnel, including subcontractors' personnel, whose expertise or experience addresses each of the specified needs. Proposers are welcome to identify and provide examples of any other qualifications they feel are critical to the successful completion of the Scope of Work.
3. Key Personnel: identify key personnel (including subcontractor personnel) and identify the primary office location of each key personnel. Include a resume for each named person not to exceed two pages.
4. Previous Projects: provide a succinct description (one page maximum per project) of up to eight previous projects similar to the services requested in *Appendix A, Preliminary Scope of Work*. Identify the client, purpose of the project, size of the project, technologies used, year of completion, total project budget and percent for

which the firm was responsible, and who from the project team proposed for this solicitation worked on the referenced project and the role he/she played on the project. Include the name of the contact person and their telephone number.

5. Writing Sample: provide at least one sample of a written technical report or memo prepared by key members of the consultant team, identifying the authors. Only one copy is required, and the sample will be returned after proposal evaluation, upon request.
6. References: provide three (3) references who can attest to the Proposer's experience in performing work substantially similar to the services covered by this RFP. (Include company name, point of contact, telephone, and fax number for three projects similar to work described in this RFP.) Letters of endorsements may be included as an appendix.
7. MTC Contracts: provide a summary of all contracts your firm (including subcontractors) has held with MTC in the past three years, including a brief description of the scope of work, the contract amount, and date of execution.

H. Cost Proposal

Provide a full description and breakdown of the expected expenditures of funds for each task contained in *Appendix A – Preliminary Scope of Work*. The budget should include, but is not limited to, a task budget and a line item budget with billing rates.

1. The task budget should present a breakdown of hours and expenses by task, personnel and deliverable for the project, and include a lump sum payment for each deliverable. It should identify or refer to key personnel or job descriptions in relation to each task to provide a full explanation of the resources committed to the project.
2. The line item budget should present a breakdown of costs by cost categories, including billing rates for key personnel and job classifications. The line item budget must be set forth on the *Cost and Price Analysis Form*, in the electronic spreadsheet format, available on MTC's website at <http://www.mtc.ca.gov/jobs/>. It is also attached hereto as *Appendix B* to this RFP for reference. A line item budget should also be submitted for proposed sub-consultants with contracts estimated to exceed \$25,000. The line item budget will be used for evaluative purposes only.

I. Conflict of Interest

Provide a description of any related or similar work the proposer has performed or is performing that might present a conflict of interest with performing the work outlined in *Appendix A, Preliminary Scope of Work*. (See Section II.C for additional information concerning conflicts of interest.)

Examples of potential conflicts of interest are: 1) Manufacturing, selling or promoting 5.9 GHz DSRC or 915 MHz toll collection equipment; and, 2) Providing systems

integration for 5.9 GHz DSRC or 915 MHz toll collection systems. These examples are not meant to be inclusive of all possible conflicts of interest.

For each conflict of interest described above, the Consultant shall provide a plan for mitigating the risk of the conflict of interest. An example of a mitigation plan to reduce the risk of the examples of conflicts of interest is included in Appendix A, Preliminary Scope of Work, Task #14, which requires a sub-contract with a third party independent verification testing firm, with direct communication to the MTC Project Manager.

J. Forms and Certificates

1. A signed California Levine Act statement (Appendix C).
2. A signed Insurance Provisions document (Appendix D-1).
3. Federally-required certifications related to lobbying, debarment, and subcontractor information (Appendices E-1, E-2, E-3, E4, and E-5).

V. PROPOSAL EVALUATION

A. Verification of Minimum Qualifications and UDBE Requirements

The Project Manager will review proposals to ensure that each proposal meets the minimum qualifications set out in *Section II, Proposer Qualifications and Requirements* of this RFP. Proposers failing to meet the minimum qualifications **or to satisfy the Underutilized Disadvantaged Business Enterprise (UDBE) requirements in this RFP** will not be considered.

B. Review for General Responsiveness and Conflicts of Interest

The Project Manager, in consultation with the MTC Office of General Counsel, will then conduct an initial review of the proposals for general responsiveness and inclusion of the items requested in *Section IV, Form of Proposal*. Any proposal that does not include enough information to permit the evaluators to rate the proposal in any one of the evaluation factors listed below will be considered non-responsive. A proposal that fails to include one or more items requested in *Section IV, Form of Proposal*, may be considered complete and generally responsive, if evaluation in every criterion is possible.

MTC will then review responsive proposals for potential conflicts of interest. MTC may request additional information from proposers with identified potential conflicts not adequately addressed in the proposed mitigation plan. MTC will not consider proposals that demonstrate an organizational conflict of interest not adequately mitigated by the proposed mitigation plan.

MTC reserves the right to accept or reject all proposals submitted, waive minor irregularities, request additional information, or revisions to offers, and negotiate with any or all proposers.

C. Evaluation Criteria

Responsive proposals will then be evaluated by a panel of MTC, Caltrans and other public agency staff on the basis of the following evaluation factors, in order of relative importance:

1. Proposer's qualifications needed to successfully carry out the project, as described in *Section II, Proposer Qualifications and Requirements*.
2. Approach to completing the project, including but not limited to: proposed approach to project tasks; proposed work plan; reasonableness of schedule; draft Concept of Operations; cost control ideas; and insight on potential risks and obstacles to Scope of Work completion.
3. Cost effectiveness, including hours and appropriateness of personnel assigned to each task; extent and sufficiency of commitment of key personnel; approach to and cost efficiency of required travel for non-local personnel; hourly rates; and reasonableness of task budget
4. Communication skills based on proposal and discussions/interview, if held.

D. Evaluation

Following the initial evaluation, the panel may elect to recommend award to a particular proposer (with or without interviews), or to enter into discussions with a "short list" of proposers, consisting of those proposers reasonably likely, in the opinion of the panel, to be awarded the contract.

MTC reserves the right to accept or reject any and all submitted proposals, to waive minor irregularities, request additional information from the proposers at any stage of the evaluation, request revisions to offers, and negotiate with any or all proposers

E. Proposer Discussions

The purpose of discussions with a proposer on the "short list" will be to identify to that proposer specific deficiencies and weaknesses in its proposal and to provide the proposer with the opportunity to consider possible approaches to alleviating or eliminating them. These deficiencies or weaknesses may include such things as technical issues, management approach, cost, or team composition. Discussions may take place through written correspondence and/or face-to-face. The proposer's Project Manager, as well as other key personnel identified by the evaluation panel, will be expected to participate in any discussions.

MTC reserves the right not to convene oral interviews or discussions, and to make an award on the basis of initial proposals. References may be contacted at any point in the evaluation process.

F. Request for Best and Final Offer

Following the discussions, MTC will give the proposers with whom discussions were held the opportunity to revise their written proposals to address the concerns raised during discussions through issuance of a Request for BAFO. Following receipt of the BAFOs, the evaluation panel will re-evaluate the proposals, as revised, against the evaluation criteria. The evaluation panel will then recommend a Consultant to the Executive Director. If approved by the Executive Director, the recommendation will be presented to the Operations Committee for approval.

VI. GENERAL CONDITIONS

A. Limitations

This Request For Proposal (RFP) does not commit the MTC to award a contract or to pay any costs incurred in the preparation of a proposal in response to this RFP.

B. Award

All finalists may be required to participate in negotiations and to submit such price, technical, or other revisions of their proposals as may result from negotiations. Accordingly, each initial proposal should be submitted on the most favorable terms from a price and a technical viewpoint. Any award made will be to the Consultant whose proposal is most advantageous to MTC based on the evaluation criteria outlined above.

C. Binding Offer

A signed proposal submitted to MTC in response to this RFP shall constitute a binding offer from Consultant to contract with MTC according to the terms of the proposal for a period of ninety (90) days after its date of submission, which shall be the date proposals are due to MTC.

D. Contract Arrangements

The selected Consultant will be expected to execute a contract based on the terms and conditions in *Appendix D - Synopsis of MTC 's Standard Consultant Agreement*. Proposers who wish to review the full contract prior to proposal submission should request a copy from the MTC Project Manager. Particular attention should be paid to MTC 's insurance and indemnification requirements. Requests for modifications or

exceptions to any provision of the appendices must be submitted in accordance with the schedule in the Letter of Invitation to guarantee consideration. Failure to submit proposed modifications by the deadline shall be deemed acceptance of the terms and conditions in the Standard Consultant Agreement.

The selected Consultant will be required to maintain insurance coverage, during the term of the contract, at the levels described in *Appendix D-1*. Consultant agrees to provide the required certificates of insurance providing verification of the minimum insurance requirements listed in *Appendix D-1, Insurance Requirements*, within five (5) days of MTC's notice to firm that it is the successful proposer. Requests to change MTC's insurance requirements should be submitted on or prior to the closing date for receipt of requests for clarifications/exceptions. MTC will review the requests and issue an addendum if material changes requested by a prospective proposer are acceptable. Objections to MTC determinations on requests to change insurance requirements must be brought to MTC's attention no later than the date for protesting RFP provisions. If such objections are not brought to MTC's attention consistent with the protest provisions of this RFP, compliance with all material insurance requirements will be assumed.

E. Consultant Payment Provisions

The contract payment terms will be lump sum (firm fixed price) with payment made on the basis of receipt by MTC of satisfactory deliverables.

F. Selection Disputes

A proposer may object to a provision of the RFP on the grounds that it is arbitrary, biased, or unduly restrictive, or to the selection of a particular Consultant on the grounds that MTC procedures, the provisions of the RFP or applicable provisions of federal, state or local law have been violated or inaccurately or inappropriately applied by submitting to the Project Manager a written explanation of the basis for the protest:

- 1) No later than three (3) working days prior to the date proposals are due, for objections to RFP provisions;
- 2) No later than three (3) working days after the date the Proposer is notified that it did not meet the minimum qualifications, did not satisfy DBE requirements, or was found to be non-responsive; or
- 3) No later than three (3) working days after the date on which contract award is authorized by the Operations Committee or the date notified that it was not selected, whichever is later, for objections to Consultant selection.

Except with regard to initial determinations of non-responsiveness or failure to meet the minimum requirements, the evaluation record shall remain confidential until the MTC Operations Committee authorizes award.

Protests of recommended awards must clearly and specifically describe the basis for the protest in sufficient detail for the MTC review officer to recommend a resolution to the Executive Director.

The Executive Director will respond to the protest in writing, based on the recommendation of a staff review officer. Authorization to award a contract to a particular Consultant by MTC's Operations Committee shall be deemed conditional until the expiration of the protest period or, if a protest is filed, the issuance of a written response to the protest by the Executive Director.

Should the Proposer wish to appeal the decision of the Executive Director, it may file a written appeal with the MTC Operations Committee, no later than three (3) working days after receipt of the written response from the Executive Director. The Operations Committee's decision will be the final agency decision.

G. Public Records

This RFP and any material submitted by a proposer in response to this RFP are subject to public inspection under the California Public Records Act (Government Code § 6250 *et seq.*), unless exempt by law. Information submitted to MTC in response to this industry review will be used to develop the final RFP, and will be kept confidential until the Phase 2 IntelliDrive contract is awarded. Proposals will remain confidential until the Operations Committee has authorized award.

H. Disadvantaged Business Enterprise (DBE) Requirement

Effective June 2, 2009, the California Department of Transportation (Caltrans) requires recipients of DOT grant funds through Caltrans to impose the following DBE utilization requirements on its consultants and contractors. CONSULTANT's DBE participation on this Agreement will assist Caltrans in meeting its federally mandated statewide overall DBE goal.

MTC has established an Underutilized Disadvantaged Business Enterprise (UDBE) contract goal of 4% for this contract; the UDBE goal applies to all non-discretionary tasks. Respondents are required to document their activities in the solicitation and selection of subconsultants on *Appendices E-3, E-4, and E-5*, the Local Agency Proposer UDBE Information (Consultant Contracts), Local Agency Proposer DBE Information (Consultant Contracts), and UDBE Information-Good Faith Efforts respectively. A report on the Utilization of Disadvantaged Business Enterprises (DBE) First-Tier Subcontracts must be included with all invoices. MTC may withhold payment pending receipt of such report. For the complete DBE participation provisions applicable to this procurement, see *Appendix E*.

Appendices E-1, E-2, E-3, E-4, and E-5 are Caltrans-required forms. Proposers **must** complete Appendices E-1, E-2, E-3, E-4 and E-5 according to the instructions in their entirety. This applies even if a proposer is a UDBE/DBE.

1. TERMS AS USED IN THIS DOCUMENT:

- The term “Disadvantaged Business Enterprise” or “DBE” means a for-profit small business concern owned and controlled by a socially and economically disadvantaged person(s) as defined in Title 49, Part 26.5, Code of Federal Regulations (CFR).
- The term “Underutilized Disadvantaged Business Enterprise” or “UDBE” is a firm meeting the definition of a DBE as specified in 49 CFR and is one of the following groups:
 - Black American
 - Asian-Pacific American
 - Native American
 - Women
- The term “Contract” also means Agreement.
- The term “Small Business” or “SB” is as defined in 49 CFR 26.65.

2. AUTHORITY AND RESPONSIBILITY

- A. DBEs and other small businesses are strongly encouraged to participate in the performance of Agreements financed in whole or in part with federal funds (See 49 CFR 26, “Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs”). The consultant should ensure that DBEs and other small businesses have the opportunity to participate in the performance of the work that is the subject of this solicitation and should take all necessary and reasonable steps for this assurance. The proposer shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts.
- B. Proposers are encouraged to use services offered by financial institutions owned and controlled by DBEs.

3. SUBMISSION OF UDBE AND DBE INFORMATION

If there is a UDBE goal on the contract, a “Local Agency Bidder/Proposer-UDBE (Consultant Contract) Commitment” (Exhibit 10-O(1)) form shall be included in the Request for Proposal. In order for a proposer to be considered responsible and responsive, the proposer must make good faith efforts to meet the goal established for the contract. If the goal is not met, the proposer must document adequate good faith efforts. Only UDBE participation will be counted towards the contract goal; however, all DBE participation shall be collected and reported.

A “Local Agency Proposer/Bidder-DBE (Consultant Contract)-Information” (Exhibit 10-O(2)) form shall be included with the Request for Proposal. The purpose of the form is to collect data required under 49 CFR 26. For contracts with UDBE goals, this form collects DBE participation by DBEs owned by Hispanic American and Subcontinent Asian Americans. For contracts with no goals, this form collects information on all DBEs, including UDBEs. Even if no DBE participation will be reported, the successful bidder must execute and return the form.

4. DBE PARTICIPATION – GENERAL INFORMATION

It is the proposer’s responsibility to be fully informed regarding the requirements of 49 CFR, Part 26, and the Department’s DBE program developed pursuant to the regulations. Particular attention is directed to the following:

- A. A DBE must be a small business firm defined pursuant to 13 CFR 121 and be certified through the California Unified Certification Program (CUCP).
- B. A certified DBE may participate as a prime contractor, subcontractor, joint venture partner, as a vendor of material or supplies, or as a trucking company.
- C. A UDBE proposer, not submitting as a joint venture with a non-DBE, will be required to document one or a combination of the following:
 - 1. The proposer is a UDBE and will meet the goal by performing work with its own forces.
 - 2. The proposer will meet the goal through work performed by UDBE subcontractors, suppliers or trucking companies.
 - 3. The proposer, prior to bidding, made adequate good faith efforts to meet the goal.
- D. A DBE joint venture partner must be responsible for specific contract items of work or clearly defined portions thereof. Responsibility means actually performing, managing and supervising the work with its own forces. The DBE joint venture partner must share in the capital contribution, control, management, risks and profits of the joint venture commensurate with its ownership interest.
- E. A DBE must perform a commercially useful function pursuant to 49 CFR 26.55; that is, a DBE firm must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work.
- F. The prime contractor shall list only one subcontractor for each portion of work as defined in its proposal and all DBE subcontractors should be listed in the list of subcontractors.

- G. A prime contractor who is a certified DBE is eligible to claim all of the work in the Agreement toward the DBE participation except that portion of the work to be performed by non-DBE subcontractors.

5. RESOURCES

- A. The CUCP database includes the certified DBEs from all certifying agencies participating in the CUCP. If you believe a firm is certified that cannot be located on the database, please contact the Caltrans Office of Certification toll free number 1-866-810-6346 for assistance. Proposer may call (916) 440-0539 for web or download assistance.
- B. Access the CUCP database from the Department of Transportation, Civil Rights, Business Enterprise Program website at: <http://www.dot.ca.gov/hq/bep/>.
- Click on the link in the left menu titled Find a Certified Firm
 - Click on Query Form link, located in the first sentence
 - Click on Certified DBE's (UCP) located on the first line in the center of the page
 - Click on Click To Access DBE Query Form
 - Searches can be performed by one or more criteria
 - Follow instructions on the screen
 - “Start Search,” “Civil Rights Home,” and “Caltrans Home” links are located at the bottom of the query form
- C. How to Obtain a List of Certified DBEs without Internet Access

DBE Directory: If you do not have Internet access, Caltrans also publishes a directory of certified DBE firms extracted from the on-line database. A copy of the directory of certified DBEs may be ordered from the Caltrans Division of Procurement and Contracts/Material and Distribution Branch/Publication Unit, 1900 Royal Oaks Drive, Sacramento, CA 95815, Telephone: (916) 445-3520.

6. MATERIALS OR SUPPLIES PURCHASED FROM DBES COUNT TOWARDS DBE CREDIT, AND IF A DBE IS ALSO A UDBE, PURCHASES WILL COUNT TOWARDS THE UDBE GOAL UNDER THE FOLLOWING CONDITIONS:

- A. If the materials or supplies are obtained from a DBE manufacturer, count one hundred percent of the cost of the materials or supplies. A DBE manufacturer is a firm that operates or maintains a factory, or establishment that produces on the

- premises, the materials, supplies, articles, or equipment required under the Agreement and of the general character described by the specifications.
- B. If the materials or supplies purchased from a DBE regular dealer, count sixty percent of the cost of the materials or supplies. A DBE regular dealer is a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the Agreement are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a DBE regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a DBE regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating or maintaining a place of business provided in this section.
 - C. If the person both owns and operates distribution equipment for the products, any supplementing of regular dealers' own distribution equipment shall be by a long-term lease agreement and not an ad hoc or Agreement-by -Agreement basis. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not UDBE regular dealers within the meaning of this section.
 - D. Materials or supplies purchased from a DBE, which is neither a manufacturer nor a regular dealer, will be limited to the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on the job site, provided the fees are reasonable and not excessive as compared with fees charged for similar services.

APPENDIX A – PRELIMINARY SCOPE OF WORK

INTELLIDRIVESM FOR HOT LANE OPERATIONS - PHASE 2

Proposed Tasks

Task #1 – Develop Final Scope of Work and Schedule

The Consultant will first perform a review of all documentation related to this project including those for Phase 1 and the I-680 Express Lane project at a minimum.

Documentation for Phase 1 of this project is located here:

<http://www.mtc.ca.gov/planning/intellidrive/>. Documentation for the I-680 Express Lane project is located here: <http://www.accma.ca.gov/pages/RFPsRFQsPast.aspx>. In addition, MTC may provide additional documentation to be reviewed. The Consultant and MTC will discuss documentation and outcomes of Phase 1.

The Consultant will then finalize the project scope of work and schedule, including detailed deliverables. The Consultant will finalize the project budget, including a clearly identified deliverable-based budget for each task. Draft versions of the scope of work, schedule (in Microsoft Project) and task budget will be completed and sent to the MTC Project Manager allowing two weeks for review and comment.

Task #1 Deliverables:

- a) *Draft scope of work, schedule and task budget*
- b) *Final detailed scope of work, schedule and task budget*

Task #2: Project Management

The Consultant will perform project management activities for the duration of the project. The Consultant will attend in-person meetings in the Bay Area, as needed. As part of the project management activities, the Consultant will maintain communication with the MTC Project Manager, as needed. In addition to the day-to-day project management activities, the Consultant will develop a detailed Project Management Plan. The Project Management Plan will be completed within the initial month of the project. The Project Management Plan will be updated throughout the project to reflect any changes in roles/responsibilities. The Consultant will execute the Project Management Plan throughout the duration of the project. The Consultant will be responsible for communication and coordination with the I-680 Express Lane project (Alameda County Congestion Management Agency and the Sunol Smart Carpool Lane Joint Powers Authority) with the assistance of the MTC Project Manager as needed. The Consultant will be responsible for obtaining all required permits including encroachment permit(s) from Caltrans District 4. The Consultant will be responsible for preparing Quarterly progress reports (to be submitted to MTC), and for preparing brief monthly status update reports, meeting agendas and meeting minutes.

Task #2 Deliverables:

- a) *Project Management Plan*

- b) *Monthly Status Update Reports*
- c) *Quarterly Progress Reports*
- d) *Execution of Project Management Plan*
- e) *Meeting Agendas and Minutes*
- f) *Encroachment Permits (as required)*

Task #3: Demonstration Test Plan

The Consultant will develop a demonstration test plan for each use case detailing how the testing of IntelliDrive technologies will be carried out. The test plan should have an experimental design including objectives and performance measures that will determine if the IntelliDrive technologies were successful in supporting the use case. Example objectives for the toll collection use case are: 1) 100% tag detection in the express lane; and 2) 0% tag detection of express lane vehicles in the adjacent non-tolling lane. The test plan should include how independent verification will be utilized in order to show that the objectives were met. The actual independent verification work is covered in Task #14. The test plan should define, for example, the number of vehicles, drivers, observers, on-board equipment, road and road-side equipment needed in addition to the number of vehicle passes, method for collecting data, requirements for test conditions, expected or required outcomes, etc. The test plan will be used to define the System Requirements and Design and to direct Tasks #13 and Task #15 (if the Traveler Information use case is included in the scope). The Consultant will identify which test scenarios need a statistically valid test design. The test plan should take into account the current State and Federal policies for Driver Distraction.

Task #3 Deliverables:

- a) *Draft Demonstration Test Plan*
- b) *Final Demonstration Test Plan (USDOT Deliverable)*

Task #4: Requirements Engineering

The Consultant will perform the Systems Engineering tasks necessary to prepare for system design and development. The Systems Engineering tasks described below will be performed under the direction of the MTC Project Manager. The following four tasks will be performed to complete Task #4.

Task #4.1: System Architecture

The Consultant will develop an overall system architecture. The System Architecture will identify key systems and subsystems, and define the interfaces between systems. The System Architecture will define inputs and outputs of the systems, and will describe the communications interfaces between systems and between systems and the in-vehicle devices.

The System Architecture will present the ‘systems view’ of the project. The intent is that the System Architecture could be included in the overall Concept of Operations as the section titled ‘Systems View’.

Task #4.1 Deliverables:

- a) *Draft Systems Architecture*
- b) *Final Systems Architecture*

Task #4.2: Develop Concept of Operations

The Consultant will prepare a Concept of Operations to outline overall functionality of the project and to identify the needs of the Demonstration Test Plan. The Consultant will allocate time for the MTC Project Manager to review and comment on the draft Concept of Operations and then prepare the final Concept of Operations document. The final document should clearly address the following: operational concepts for the different use case scenarios, high-level requirements, communications technology evaluation (i.e., DSRC, 3G, etc.), required interfaces, system constraints and the system's view of the planned deployment. The Consultant should consider and recommend if any elements of the use case testing could be better proven via small scale, off-the-freeway, controlled scientific experiments. The Concept of Operations should take into account the current State and Federal policies for Driver Distraction.

Task #4.2 Deliverables:

- a) *Draft Concept of Operations*
- b) *Final Concept of Operations (USDOT Deliverable)*

Task #4.3: Develop System Requirements

The Consultant will develop a Systems Requirements Specification (SRS) document. The SRS will be based upon the high-level requirements in the Concept of Operations. The intent of the System Requirement Specifications is to document the functions that must be performed by the systems during the Demonstration Project in order to achieve the concepts described in the Concept of Operations. The requirements must be clear and unambiguous so as to be testable and verifiable by the Project Team. The Consultant will, at a minimum, develop functional requirements, hardware requirements, and performance requirements for all components of the system. A requirements traceability matrix should be included that references the relevant sections of the Concept of Operations and/or the high-level requirements.

A Draft version of the SRS will be completed and sent to the MTC Project Manager for review and comment. A Requirements Review Meeting will be conducted to step through the requirements prior to design and development.

Task #4.3 Deliverables:

- a) *Draft System Requirements Specification*
- b) *Final System Requirements Specification (USDOT Deliverable)*

Task #5: Detailed System Design

The Consultant will prepare a Detailed Design of the System(s) required to complete the Demonstration Project and accomplish the requirements defined in the SRS. The design

document will include the detailed approach to implementing the systems that are part of this demonstration project including staging, development, hardware, etc. The Consultant will include all relevant diagrams and design documentation that cover all of the use cases and the integration elements. The Consultant will allocate time for the MTC Project Manager to review and comment first on an outline of the System Design and then on the draft of the System Design. The MTC Project Manager must approve the Final System Design before the Consultant begins development of the system. The Consultant will be responsible for determining the ITS infrastructure already provided by the I-680 HOT lane corridor.

Task #5 Deliverables:

- a) Outline of System Design Document*
- b) Draft System Design Document*
- c) Final System Design Document (USDOT Deliverable)*

Task #6: System Integration and System Test Plan

The Consultant will develop the System Integration and System Test Plan to be performed prior to system acceptance. The System Test Plan will describe test activities that will be used to verify if the system performs as intended and meets the requirements contained in the SRS. Each test will be appropriately mapped to the requirements to verify that all requirements are being tested.

In addition to the full set of component and end-to-end tests that will be used to verify that the system meets the requirements, the System Test Plan will include a full feature test and demonstration of a small number of in-vehicle units prior to delivery/integration of the full set of systems. This demonstration of a small number of units will not be a bench test, but rather a true test with project participants performing installation in their personal vehicles and validating full performance of the system.

Task #6 Deliverables:

- a) Draft Systems Integration and System Test Plan*
- b) Final Systems Integration and System Test Plan*

Task #7: System Development of Supporting Infrastructure

The Consultant will document the existing infrastructure conditions prior to deployment. This information will be used in the final task in order to return the infrastructure to its original condition. The Consultant will develop the supporting infrastructure portion of the overall system. The development of the supporting infrastructure components of the Demonstration Project will include all components needed to meet the requirements as defined in the Preliminary Requirements and in the SRS. The Consultant will be responsible for determining what the supporting infrastructure will be during the requirements development (Task 4) and detailed system design development (Task 5).

Task #7 Deliverables:

- a) Existing infrastructure conditions report*

- b) *Complete and functional supporting infrastructure components*
- c) *Completion of acceptance test plans for supporting infrastructure components tested against requirements defined in the SRS.*

Task #8: System Development of In-vehicle Systems

The Consultant will develop the in-vehicle systems for the Demonstration Project to meet the System Requirements. The in-vehicle systems will include all devices, software, and connections needed to achieve the functionality of in-vehicle systems described in the requirements and to be consistent with the Demonstration Test Plan. Any hardware, software, or software licenses not developed by the Consultant (e.g., commercial off-the-shelf hardware and software) will be procured directly by the Consultant, and the Consultant is responsible for the performance of such items. The In-Vehicle systems should take into account the current State and Federal policies for Driver Distraction.

Task #8 Deliverables:

- a) *In-vehicle Systems*
- b) *Completion of acceptance test plans for in-vehicle systems, tested against requirements defined in the SRS.*

Task #9: System Development of Communications

The Consultant will develop, configure, or procure adequate communications between the supporting infrastructure and the in-vehicle systems to meet the Preliminary Requirements defined in this scope and the requirements specified in the SRS.

The communications must support both the wide area communication needs of the project as well as DSRC for the vehicles. It is possible that the I-680 Express Lane project will be able to support some of the wide area communication needs, and it will be the Consultant's responsibility to make this determination.

At the conclusion of this task, the Consultant must deliver the functionality of operational communications, and demonstrate this functionality through acceptance tests.

Task #9 Deliverables:

- a) *DSRC communications with the in-vehicle units*
- b) *Other communications as required*
- c) *Completion of acceptance test plans demonstrating functionality of the communications*

Task #10: Configuration Management

The Consultant will develop a Configuration Management Plan, and perform configuration management during the period of testing, deployment of systems, and operations and maintenance of systems (i.e. the entire duration of the Project).

The Consultant will describe their approach to configuration management, and describe any activities or responsibilities being requested from the MTC Project Manager or from test participants to assist in configuration management.

The Consultant will submit a draft Configuration Management Plan to the MTC Project Manager for review. The final Configuration Management Plan will incorporate all comments and be submitted for approval by the MTC Project Manager.

Task #10 Deliverables:

- a) Draft Configuration Management Plan*
- b) Final Configuration Management Plan*

Task #11: Management of Fleet Drivers

The Consultant will be responsible for recruitment of fleet drivers, both voluntary and paid, and all management and coordination of all drivers. The Consultant will prepare a document outlining the process for recruiting drivers for MTC Project Manager to review. The Consultant will also prepare training materials for drivers and installation and testing materials for the in-vehicle systems.

Task #11 Deliverables:

- a) Written Process for Recruiting Drivers*
- b) Materials for Training, Installation, and Testing*
- c) Recruitment of Drivers*
- d) Management/coordination of Drivers*

Task #12: Initial System Testing

The Consultant will conduct a set of tests of the individual components and overall system deployed for the Demonstration Project. The test should cover all requirements included in the SRS. The intent of the tests is to ensure that the requirements are met and to validate that if the system was made operational with project participants, it would perform as intended. The Consultant will perform any modifications to any portions of the systems (including hardware, software, or devices) that are needed to meet the requirements and demonstrate functionality.

During this task, the Consultant will soft-install a small number of in-vehicle units in test vehicles and conduct a full end-to-end test of functionality and operations. The parameters of this test will be defined in the System Test Plan developed in Task 6. The intent of this test is to simulate the experiences of drivers, and therefore verify if the entire system is ready for launch.

Task #12 Deliverables:

- a) System Testing*
- b) Release of Updates to Systems (as needed) to meet Requirements*
- c) Successful deployment of initial in-vehicle devices and operations as defined in the System Test Plan*

Task #13: Testing of Use Case #1, Toll Collection

The Consultant will perform systems operations, testing, managing fleet drivers and reporting for the Toll Collection use case as defined in the Demonstration Test Plan (Task #3). The Contractor will prepare a Toll Collection Initial Report that will include number of passes and failures, total number of tests performed, etc and provide a summary of the key indicators of the testing and how they match against the measurements of success defined in the Demonstration Test Plan. The Contractor will provide a narrative on lessons learned from the testing including, but not limited to:

- Summary of outcomes of testing
- System constraints (i.e., technological, interface and institutional)
- System influences on driver behavior
- Recommendations

The Initial Report for Use Case #1 will be limited to 25 pages. The draft of the Toll Collection Initial Report shall be submitted to the MTC Project Manager for review, and the final Toll Collection Initial Report will incorporate all comments and be submitted for approval by the MTC Project Manager.

Task #13 Deliverables:

- a) *Draft Initial Report for Use Case #1, Toll Collection*
- b) *Final Initial Report for Use Case #1, Toll Collection*

Task #14: Independent Verification of Results for Toll Collection

A third-party firm, under subcontract to Consultant, will provide independent verification of the testing results for the Toll Collection use case. The firm should be nationally recognized for third-party verification testing. The Consultant will be expected to define the roles and responsibilities of all parties involved in the verification of testing results, including the procedures for how the work will be performed by the third-party independent verification firm and a process for its direct communication with MTC.

Task #14 Deliverables:

- a. *Copy of contract with third-party firm for independent verification of the testing results for the Toll Collection use case*
- b. *Outline of roles and responsibilities of all parties involved in the verification of testing results, including the process for direct communication with MTC*
- c. *Outline of the procedures used by the third-party independent verification firm*
- d. *Independent Verification Report for Toll Collection*

Task #15: Testing of Use Case #2, Traveler Information

If the Traveler Information use case is included in this project, the Consultant will perform systems operations, testing, managing participant involvement and reporting for all test scenarios for the Traveler Information use case as defined in the Demonstration Test Plan (Task #3). The Contractor will prepare a Traveler Information Initial Report

that will include number of passes and failures, total number of tests performed, etc. and provide a summary of the key indicators of the testing and how they match against the measurements of success defined in the Demonstration Test Plan. The Consultant will provide a narrative on lessons learned from the testing including, but not limited to:

- Summary of outcomes of testing
- System constraints (i.e., technological, interface and institutional)
- System influences on driver behavior
- Recommendations

The Initial Report for Use Case #2 will be limited to 20 pages. The draft of the Traveler Information Initial Report will be submitted to the MTC Project Manager for review and the final Traveler Information Initial Report will incorporate all comments and be submitted for approval by the MTC Project Manager.

Task #15 Deliverables:

- a) Draft Initial Report for Use Case #2, Traveler Information*
- b) Final Initial Report for Use Case #2, Traveler Information*

Task #16: Evaluation of Results

The Consultant will evaluate the testing outcomes in Tasks # 13, 14, and 15. The Evaluation Report will include a summary of outcomes of testing for each use case and an assessment of the results. The Evaluation Report should definitively state if the technical feasibility of using IntelliDrive technologies was demonstrated for each use case. The Evaluation Report should also summarize and make recommendations for the use cases as a whole system, i.e., can they operate independently? Can they operate together? The Evaluation Report should reference the Independent Verification report in Task #14.

Task #16 Deliverables:

- a) Draft Evaluation Report*
- b) Final Evaluation Report*

Task #17: Final Report, Project Wrap-up and System Return

The Consultant will participate in project wrap-up activities. The Consultant will:

- Prepare a Final Report documenting the project activities and the evaluation of the results of testing. It is anticipated that the Final Report will include a summary of all of the reports prepared under previous tasks.
- Prepare an Executive Summary of the Final Report. The Executive Summary should be a 'glossy' publication suitable for distribution to policy makers, conferences, etc.
- Shut down all communications developed solely for the project;
- Remove all back-end computers;
- Remove any roadside devices and return existing field equipment to original condition; and

- Participate in final debriefing meetings.

Task #17 Deliverables:

- a) Participation in wrap-up activities*
- b) Final Report (USDOT Deliverable)*
- c) Executive Summary of the Final Report*

APPENDIX B - COST AND PRICE ANALYSIS FORM¹

COST AND PRICE ANALYSIS - RESEARCH AND DEVELOPMENT CONTRACTS				
This form is to be used in lieu of FAA Form 3515 as provided under FAPR 2-16.260-2, it will be executed and submitted with proposals in response to "Requests for Proposals," for procurement of research and development services. If your cost accounting system does not permit analysis of costs as required, contact the purchasing office for further instructions.				PURCHASE REQUEST NUMBER
NAME AND ADDRESS OF OFFERER		TITLE OF PROJECT		
DETAIL DESCRIPTION		ESTIMATED HOURS	RATE/HOUR	TOTAL ESTIMATED COST (Dollars)
1. DIRECT LABOR(Specify)				
TOTAL DIRECT LABOR				
2. BURDEN (Overhead-specify) Dept. or Cost Center		Burden Rate	X BASE	BURDEN (\$)
TOTAL BURDEN				
3. DIRECT MATERIAL				
TOTAL MATERIAL				
4. SPECIAL TESTING (Including field work at Government installations)				
TOTAL SPECIAL TESTING				
5. SPECIAL EQUIPMENT (If direct charge - specify in Exhibit B on reverse				
6. TRAVEL (If direct charge)				
a. TRANSPORTATION				
b. PER DIEM OR SUBSISTENCE				
TOTAL TRAVEL				
7. CONSULTANTS (Identify - purpose - rate)				
TOTAL CONSULTANTS				
8. SUBCONTRACTORS (Specify in Exhibit A on reverse)				
9. OTHER DIRECT COSTS (Specify in Exhibit B on reverse - explain royalty costs, if any)				
10. TOTAL DIRECT COST AND BURDEN				
11. GENERAL AND ADMINISTRATIVE EXPENSE (Rate % of item nos.)				
12. TOTAL ESTIMATED COST				
13. FIXED FEE OR PROFIT (State basis for amount in proposal)				
14. TOTAL ESTIMATED COST AND FIXED FEE OR PROFIT				

¹ This document is available as an Excel spreadsheet by email upon request to Project Manager.

15. OVERHEAD RATE AND GENERAL AND ADMINISTRATIVE RATE INFORMATION				
A. GOVERNMENT AUDIT PERFORMED		DATE OF AUDIT	ACCOUNTING PERIOD COVERED	
B. NAME AND ADDRESS OF GOVERNMENT AGENCY MAKING AUDIT		C. DO YOUR CONTRACTS PROVIDE NEGOTIATED OVERHEAD RATES? () NO () YES (IF YES, NAME AGENCY NEGOTIATING RATES)		
D. (If no Government rates have been established, furnish the following information)				
DEPARTMENT OR COST CENTER	RATE	TOTAL INDIRECT EXPENSE POOL	BASE FOR TOTAL	
16. EXHIBIT A - SUBCONTRACT COSTS (If more space needed, use blank sheets, identify item number)				
NAME AND ADDRESS OF SUBCONTRACTOR(S)	SUBCONTRACTED WORK	SUBCONTRACT		
		TYPE	AMOUNT	
TOTAL				
17. EXHIBIT B - OTHER DIRECT COSTS (If more space needed, use blank sheets, identify item number)				
TOTAL				
CERTIFICATE				
<p>The labor rates and the overhead costs are current and other estimated costs have been determined by generally accepted accounting principles. Bidder represents: (a) that he ___has, ___has not, employed or retained any company or person (other than a full-time bona fide employee working solely for the bidder) to solicit or secure his contract, and (b) that he ___has, ___has not, paid or agreed to pay to any company or person (other than a full-time bona fide employee working solely for the bidder) any fee, commission, percentage or brokerage fee, contingent upon or resulting from the award of this contract, and agrees to furnish information relating to (a) and (b) above, as requested by the Contracting Officer.</p> <p><i>For interpretation of the representation including the term "bona fide employee," see Code of Federal Regulations, Title 44, Part 150.</i></p>				
NO. OF CONTRACTOR EMPLOYEES: <input type="checkbox"/> 500 AND UNDER <input type="checkbox"/> OVER 500 <input type="checkbox"/> OVER 750 <input type="checkbox"/> OVER 1,000			STATE INCORPORATED IN:	
DATE			SIGNATURE AND TITLE OF AUTHORIZED REPRESENTATIVE OF CONTRACTOR	

APPENDIX C - CALIFORNIA LEVINE ACT STATEMENT

California Government Code § 84308, commonly referred to as the “Levine Act,” precludes an officer of a local government agency from participating in the award of a contract if he or she receives any political contributions totaling more than \$250 in the 12 months preceding the pendency of the contract award, and for three months following the final decision, from the person or company awarded the contract. This prohibition applies to contributions to the officer, or received by the officer on behalf of any other officer, or on behalf of any candidate for office or on behalf of any committee.

MTC’s commissioners include:

Tom Azumbrado
Tom Bates
Dave Cortese
Dean J. Chu
Chris Daly
Bill Dodd

Dorene M. Giacomini
Federal D. Glover
Scott Haggerty
Anne W. Halsted
Steve Kinsey
Sue Lempert
Jake Mackenzie

Jon Rubin
Bijan Sartipi
James P. Spering
Adrienne J. Tissier
Amy Rein Worth
Ken Yeager

1. Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than \$250 to any MTC commissioner in the 12 months preceding the date of the issuance of this request for qualifications?

___ YES ___ NO

If yes, please identify the commissioner: _____

2. Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contributions of more than \$250 to any MTC commissioners in the three months following the award of the contract?

___ YES ___ NO

If yes, please identify the commissioner: _____

Answering yes to either of the two questions above does not preclude MTC from awarding a contract to your firm. It does, however, preclude the identified commissioner(s) from participating in the contract award process for this contract.

DATE

(SIGNATURE OF AUTHORIZED OFFICIAL)

(TYPE OR WRITE APPROPRIATE NAME, TITLE)

(TYPE OR WRITE NAME OF COMPANY)

APPENDIX D - SYNOPSIS OF PROVISIONS IN MTC'S STANDARD CONSULTANT AGREEMENT

The selected consultant will be required to sign MTC's standard consultant agreement, a copy of which standard agreement may be obtained from the Project Manager for this RFP. In order to provide bidders with an understanding of some of MTC's standard contract provisions, the following is a synopsis of the major requirements in our standard agreement for professional services. **THE ACTUAL LANGUAGE OF THE STANDARD CONSULTANT AGREEMENT SUPERSEDES THIS SYNOPSIS.**

Termination: MTC may, at any time, terminate the Agreement upon written notice to Consultant. Upon termination, MTC will reimburse the Consultant for its costs for incomplete deliverables up to the date of termination. Upon payment, MTC will be under no further obligation to the Consultant. If the Consultant fails to perform as specified in the agreement, MTC may terminate the agreement for default by written notice following a period of cure, and the Consultant is then entitled only to compensation for costs incurred for work products acceptable to MTC, less the costs to MTC of rebidding.

Insurance Requirement: See *Appendix D-1, Insurance Requirements*, attached hereto.

Independent Contractor: Consultant is an independent contractor and has no authority to contract or enter into any other agreement in the name of MTC. Consultant shall be fully responsible for all matters relating to payment of its employees including compliance with taxes.

Indemnification: Consultant agrees to defend, indemnify and hold MTC harmless from all claims, damages, liability, and expenses resulting from any negligent or otherwise wrongful act or omission of Consultant in connection with the agreement. Consultant agrees to defend any and all claims, lawsuits or other legal proceedings brought against MTC arising out of such negligent or wrongful acts or omissions. The Consultant shall pay the full cost of the defense and any resulting judgments.

Data Furnished by MTC: All data, reports, surveys, studies, drawings, software (object or source code), electronic databases, and any other information, documents or materials ("MTC Data") made available to the Consultant by MTC for use by the Consultant in the performance of its services under this Agreement shall remain the property of MTC and shall be returned to MTC at the completion or termination of this Agreement. No license to such MTC Data, outside of the Scope of Work of the Project, is conferred or implied by the Consultant's use or possession of such MTC Data. Any updates, revisions, additions or enhancements to such MTC Data made by the Consultant in the context of the Project shall be the property of MTC.

Ownership of Work Product: All data, reports, surveys, studies, drawings, software (object or source code), electronic databases, and any other information, documents or

materials (“Work Product”) written or produced by the Consultant under this Agreement and provided to MTC as a deliverable shall be the property of MTC. Consultant will be required to assign all rights in copyright to such Work Product to MTC.

Personnel and Level of Effort: Personnel assigned to this Project and the estimated number of hours to be supplied by each will be specified in an attachment to the Agreement. No substitution of personnel or substantial decrease of hours will be allowed without prior written approval of MTC.

Subcontracts: No subcontracting of any or all of the services to be provided by Consultant shall be allowed without prior written approval of MTC. MTC is under no obligation to any subcontractors.

Consultant's Records: Consultant shall keep complete and accurate books, records, accounts and any and all work products, materials, and other data relevant to its performance under this Agreement. All such records shall be available to MTC for inspection and auditing purposes. The records shall be retained by Consultant for a period of not less than four (4) years following the fiscal year of the last expenditure under this Agreement.

Prohibited Interest: No member, officer or employee of MTC can have any interest in this agreement or its proceeds and Consultant may not have any interest which conflicts with its performance under this Agreement.

Governing Law. The Agreement shall be governed by the laws of the State of California.

APPENDIX D-1 - INSURANCE REQUIREMENTS

Minimum Insurance Coverages. CONSULTANT shall, at its own expense, obtain and maintain in effect at all times the following types of insurance against claims, damages and losses due to injuries to persons or damage to property or other losses that may arise in connection with the performance of work under this Agreement, placed with insurers with a Best's rating of A-X or better.

Yes (✓)	Please certify by checking the boxes at left that required coverages will be provided within five (5) days of MTC's notice to firm that it is the successful proposer.
_____	<u>Workers' Compensation Insurance</u> in the amount required by the applicable laws, and Employer's Liability insurance with a limit of not less than \$1,000,000 per employee and \$1,000,000 per occurrence, and any and all other coverage of CONSULTANT's employees as may be required by applicable law. Such policy shall contain a Waiver of Subrogation endorsement in favor of MTC. Such Workers Compensation & Employers Liability may be waived, if and only for as long as CONSULTANT is a sole proprietor with no employees.
_____	<u>Commercial General Liability Insurance</u> for Bodily Injury and Property Damage liability, covering the operations of CONSULTANT and CONSULTANT's officers, agents, and employees and with limits of liability which shall not be less than \$1,000,000 combined single limit per occurrence with a general aggregate liability of not less than \$2,000,000, and Personal & Advertising Injury liability with a limit of not less than \$1,000,000. Expense for Indemnitee's defense costs shall be outside of policy limits and such policy shall be issued on a Duty to Defend Primary Occurrence Form. MTC, and its commissioners, officers, representatives, agents and employees are to be named as additional insureds. Such insurance as afforded by this endorsement shall be primary as respects any claims, losses or liability arising directly or indirectly from CONSULTANT's operations.
_____	<u>Business Automobile Insurance</u> for all automobiles owned, used or maintained by CONSULTANT and CONSULTANT's officers, agents and employees, including but not limited to owned, leased, non-owned and hired automobiles, with limits of liability which shall not be less than \$1,000,000 combined single limit per occurrence.
_____	<u>Umbrella Insurance</u> in the amount of \$5,000,000 providing excess limits over Employer's Liability, Automobile Liability, and Commercial General Liability Insurance.
_____	<u>Errors and Omissions Professional Liability Insurance</u> in an amount no less than \$2,000,000. If such policy is written on a "Claims-Made" (rather than an "occurrence") basis, CONSULTANT agrees to maintain continuous coverage in effect from the date of the commencement of services to at least three (3) years beyond the termination or completion of services or until expiration of any applicable statute of limitations, whichever is longer. The policy shall provide

	coverage for all work performed by the CONSULTANT and any work performed or conducted by any subcontractor/consultant working for or performing services on behalf of the CONSULTANT. No contract or agreement between the CONSULTANT and any subcontractor/consultant shall relieve the CONSULTANT of the responsibility for providing this Errors & Omissions or Professional Liability coverage for all work performed by the CONSULTANT and any subcontractor/consultant working on behalf of the CONSULTANT on the project.
_____	<u>Property Insurance</u> covering CONSULTANT'S own business personal property and equipment to be used in performance of this Agreement, materials or property to be purchased and/or installed on behalf of MTC (if any), debris removal, and builders risk for property in the course of construction (if applicable). Coverage shall be written on a "Special Form" ("All Risk") that includes theft, but excludes earthquake, with limits at least equal to the replacement cost of the property. Such policy shall contain a Waiver of Subrogation in favor of MTC. If such insurance coverage has a deductible, the CONSULTANT shall also be liable for the deductible.

By signing below, you acknowledge and agree to provide the required certificate of insurance providing verification of the minimum insurance requirements listed above within five (5) days of MTC's notice to firm that it is the successful proposer.

Representative Name and Title	
Name of Authorizing Official	
Authorized Signature	
Date	

NOTE: If you were unable to check "Yes" for any of the required minimum insurance coverages listed above, a request for exception to the appropriate insurance requirement(s) must be brought to MTC's attention no later than the date for protesting RFP provisions. If such objections are not brought to MTC's attention consistent with the protest provisions of this RFP, compliance with the insurance requirements will be assumed.

APPENDIX E - DEPARTMENT OF TRANSPORTATION REQUIREMENTS

1. Equal Employment Opportunity. Consultant shall not, on the grounds of race, color, sex, age, religion, national origin, ancestry, physical handicap, medical condition, or marital status either discriminate or permit discrimination against any employee or applicant for employment in any manner prohibited by Federal, State or local laws. In the event of Consultant non-compliance, MTC may cancel, terminate or suspend the Agreement in whole or in part. Consultant may also be declared ineligible for further contracts with MTC.

Consultant and its subcontractors shall take affirmative action to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Consultant and its subcontractors shall post in conspicuous places, available to all employees and applicants for employment, a notice setting forth these provisions.

2. Disadvantaged Business Enterprise (DBE) and Small Business Enterprise Policy.
 - A. This Agreement is subject to 49 CFR, Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs." Proposers who obtain DBE participation on this contract will assist Caltrans in meeting its federally mandated statewide overall DBE goal.
 - B. If the contract has an under-utilized DBE (UDBE) goal, the Consultant must meet the UDBE goal by using UDBEs as subcontractor or document a good faith effort to meet the goal. If a UDBE subcontractor is unable to perform, the Consultant must make a good faith effort to replace him/her with another UDBE subcontractor if the goal is not otherwise met. A UDBE is a firm meeting the definition of a DBE as specified in 49 CFR and is one of the following groups:
 1. Black American
 2. Asian-Pacific American
 3. Native American
 4. Women
 - C. DBE and other small businesses, as defined in 49 CFR, Part 26 are encouraged to participate in the performance of agreements financed in whole or in part with federal funds. The Consultant, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the **performance** of this Agreement. The Consultant shall carry out applicable requirements of 49 CFR,

Part 26 in the award and administration of US DOT- assisted agreements. Failure by the Consultant to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate.

- D. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this section.

2.1 Prompt Payment of Funds Withheld to Subcontractors

MTC shall hold retainage from the prime Consultant and shall make prompt and regular incremental acceptances of portions, as determined by the agency, of the contract work, and pay retainage to the prime Consultant based on these acceptances. The prime Consultant, or subcontractor, shall return all monies withheld in retention from a subcontractor within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency. Federal law (49 CFR 26.29) requires that any delay or postponement of payment over 30-days may take place only for good cause and with the agency's prior written approval. Any violation of this provision shall subject the violating prime Consultant or subcontractor to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the prime Consultant or subcontractor in the event of a dispute involving late payment or nonpayment by the prime Consultant, deficient subcontract performance, or noncompliance by a subcontractor. This provision applies to both DBE and non-DBE prime Consultants and subcontractors.

Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this section.

2.2 DBE Records

- A. The Consultant shall maintain records of materials purchased and/or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE prime Consultants shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.

- B. Upon completion of the Agreement, a summary of these records shall be prepared and submitted on the form entitled, "Final Report-Utilization of Disadvantaged Business Enterprises (DBE) First-Tier Subcontractors," CEM-2402F (Exhibit 17-F in Chapter 17 of the LAP), certified correct by the Consultant or the Consultant's authorized representative and shall be furnished to the Contract Manager with the final invoice. Failure to provide the summary of

DBE payments with the final invoice will result in twenty-five percent (25%) of the dollar value of the invoice being withheld from payment until the form is submitted. The amount will be returned to the Consultant when a satisfactory “Final Report Utilization of Disadvantaged Business Enterprises (DBE) First-Tier Subcontractors” is submitted to the Contract Manager.1)

2.3 DBE Certification and De-certification Status

If a DBE subcontractor is decertified during the life of the Agreement, the decertified subcontractor shall notify the Consultant in writing with the date of de-certification. If a subcontractor becomes a certified DBE during the life of the Agreement, the subcontractor shall notify the Consultant in writing with the date of certification. Any changes should be reported to the Agency’s Contract Manager within 30 days.

2.4 Materials or supplies purchased from DBEs will count towards DBE credit, and if a DBE is also a UDBE, purchases will count towards the UDBE goal under the following conditions:

- A. If the materials or supplies are obtained from a DBE manufacturer, 100 % of the cost of the materials or supplies will count toward the DBE participation. A DBE manufacturer is a firm that operates or maintains a factory or establishment that produces on the premises, the materials, supplies, articles, or equipment required under the Agreement and of the general character described by the specifications.
- B. If the materials or supplies purchased from a DBE regular dealer, count 60 % of the cost of the materials or supplies toward DBE goals. A regular dealer is a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the Agreement, are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating or maintaining a place of business provided in this section.
- C. If the person both owns and operates distribution equipment for the products, any supplementing of regular dealers’ own distribution equipment, shall be by a long-term lease agreement and not an ad hoc or Agreement-by-Agreement basis. Packagers, brokers, manufacturers’ representatives, or other persons who arrange or expedite transactions are not regular dealers within the meaning of this section.
- D. Materials or supplies purchased from a DBE, which is neither a manufacturer nor a regular dealer, will be limited to the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or

transportation charges for the delivery of materials or supplies required on the job site, provided the fees are reasonable and not excessive as compared with fees charged for similar services.

2.5 Performance of DBE Consultants and Other DBE Subcontractors/Suppliers

- A. A DBE performs a commercially useful function when it is responsible for execution of the work of the Agreement and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible with respect to materials and supplies used on the Agreement, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a commercially useful function, evaluate the amount of work subcontracted, industry practices; whether the amount the firm is to be paid under the Agreement is commensurate with the work it is actually performing, and other relevant factors.
 - B. A DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, Agreement, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.
 - C. If a DBE does not perform or exercise responsibility for at least thirty percent of the total cost of its Agreement with its own work force, or the DBE subcontracts a greater portion of the work of the Agreement than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a commercially useful function.
3. Title VI of Civil Rights Act of 1964. Consultant agrees to comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d) and its implementing regulations in 49 CFR Part 21.
 4. Debarment. In contracts over \$25,000, Consultant is required to certify, prior to executing a contract, that neither it nor its principals have been debarred from certain federal transactions by any Federal agency and to require any subcontractors with subcontracts over \$25,000 to provide a similar certification. (A copy of the required certification is included with this Appendix E-1.)
 5. Audit and Inspection of Records. Consultant shall permit the authorized representatives of DOT, the Federal Highway Administration (FHWA), and the Comptroller General of the United States to inspect and audit all data and records of the Consultant relating to its performance under this Agreement from the date of this Agreement until three (3) years after the close out of the federal grant from which this Agreement is financed, or four (4) years after the fiscal year of the expenditure,

whichever is longer. This requirement must be passed along to subcontractors, excluding purchase orders not exceeding \$25,000.

6. Subcontractors

- A. Nothing contained in this Agreement, or otherwise, shall create any contractual relation between the MTC and any subcontractors, and no subcontract shall relieve the Contractor of his/her responsibilities and obligations hereunder. The Consultant agrees to be as fully responsible to the MTC for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Consultant. The Consultant's obligation to pay its subcontractors is an independent obligation from the MTC's obligation to make payments to the Consultant.
- B. Any subcontract in excess of \$25,000, entered into as a result of this Agreement, shall contain all the provisions stipulated in this Agreement to be applicable to subcontractors.
- C. Consultant shall pay its subcontractors within ten (10) calendar days from receipt of each payment made to the Consultant by the MTC.
- D. Any substitution of subcontractors must be approved in writing by the MTC's Project Manager in advance of assigning work to a substitute subcontractor.

7. Federal Grant Requirements. Those laws, statutes, ordinances, rules, regulations and procedural requirements which are imposed on MTC as a recipient of federal funds are imposed on Consultant, including compliance with 49 CFR Part 18, FTA Circular 4220.1D and the current FTA Master Agreement, a copy of which is available through MTC.

8. Identification of Documents. All reports and other documents completed as part of this Agreement shall carry the following notation on the front cover or title page:

The preparation of this report has been financed in part by grants from the Federal Highway Administration, U.S. Department of Transportation. The contents of this report do not necessarily reflect the official views or policy of the U.S. Department of Transportation.

9. Rights in Data. The Federal Government reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes: (a) the copyright in any work developed under this Agreement; and (b) any rights of copyright to which MTC or Consultant purchases ownership under this Agreement.

10. State Energy Conservation Plan. Consultant shall comply with all mandatory standards and policies relating to energy efficiency that are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6321 *et seq.*).
11. Clean Air and Water Pollution Act. Consultant agrees to comply with the applicable requirements of all standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. § 7501 *et seq.*), the Clean Water Act (33 U.S.C. § 1251 *et seq.*), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).
12. Restrictions on Lobbying. In agreements over \$100,000, Consultant is required to execute a certificate indicating that no federal funds will be used to lobby federal officials and to disclose lobbying activities financed with non-federal funds. (Certificate attached.)

**APPENDIX E-1 - CERTIFICATION REGARDING DEBARMENT,
SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

(Third Party Contracts and Subcontracts over \$25,000)

Instructions for Certification:

1. By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, MTC may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to MTC if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “persons,” “lower tier covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 [49 CFR Part 29]. You may contact MTC for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by MTC.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals.

Each participant may, but is not required to, check the Non-procurement List issued by U.S. General Service Administration.

8. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which does a prudent person in the ordinary course of business dealings normally possess.
9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, MTC may pursue available remedies including suspension and/or debarment.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION
LOWER TIER COVERED TRANSACTION**

(1) The prospective lower tier participant certifies, by submission of this bid or proposal, that neither it nor its “principals” [as defined at 49 CFR Section 29.105(p)] is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) When the prospective lower tier participant is unable to certify to the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Date

(Signature of authorized official)

(Type/print name and title)

APPENDIX E-2 - CERTIFICATION OF RESTRICTIONS ON LOBBYING

I, _____ hereby certify on behalf of _____ that:
(name and title of grantee official) (name of grantee)

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Executed this ____ day of _____, 2010.

By

(signature of authorized official)

(title of authorized official)

**APPENDIX E-3 - EXHIBIT 10-01 LOCAL AGENCY PROPOSER UDBE
COMMITMENT (CONSULTANT CONTRACTS)**

NOTE: PLEASE REFER TO INSTRUCTIONS ON THE REVERSE SIDE OF THIS FORM

AGENCY: _____ MTC _____ LOCATION: __ 101 8th St., Oakland, CA 94607 _____

PROJECT DESCRIPTION: _____ IntelliDrive for HOT Lane Operations _____

CONTRACT GOAL: \$ _____

PROPOSAL DATE: _____

PROPOSER'S NAME: _____

WORK ITEM NO.	DESCRIPTION OR SERVICES TO BE SUBCONTRACTED	DBE Cert. No. AND EXPIRATION DATE	NAME OF UDBEs (Must be certified on the date the proposals are opened - include UDBE address and phone number)	PERCENTAGE AMOUNT OF EACH UDBE

For Local Agency to Complete:

Local Agency Contract Number: _____

Federal Aid Project Number: _____

Federal Share: _____

Proposal Award Date: _____

Local Agency certifies that the UDBE certification(s) has been verified and all information is complete and accurate.

Print Name _____ Signature _____ Date _____

Local Agency Representative

(Area Code) Telephone Number: _____

Total Claimed
Participation

\$ _____

%

Signature of Proposer

Date _____ (Area Code) Tel. No. _____

For Caltrans Review:

Print Name _____ Signature _____ Date _____

Caltrans District Local Assistance Engineer

Local Agency Bidder - UDBE Commitment (Rev 3/09)

Distribution: (1) Copy – If this Proposer is successful fax or scan a copy to the Caltrans District Local Assistance Engineer (DLAE) within 15 days of award. Failure to send a copy to the DLAE within 15 days of award may result in de-obligation of funds for this project.
(2) Original – Local agency files

**INSTRUCTIONS - LOCAL AGENCY PROPOSER- UDBE COMMITMENT
(CONSULTANT CONTRACTS) (Revised 03/09)
ALL PROPOSERS:**

PLEASE NOTE: It is the proposer's responsibility to verify that the UDBE(s) falls into one of the following groups in order to count towards the UDBE contract goal: 1) Black American; 2) Asian-Pacific American; 3) Native American; 4) Women. This information shall be submitted with your proposal. Failure to submit the required UDBE commitment will be grounds for finding the proposal nonresponsive

UDBE is a firm meeting the definition of a DBE as specified in 49 CFR and is one of the following groups:

1. Black American
2. Asian-Pacific American
3. Native American
4. Women

The form requires specific information regarding the consultant contract: Agency, Location, Project Descriptions, Federal Aid Project Number (assigned by Caltrans-Local Assistance), Proposal Date, Proposer's Name, and Contract Goal.

The form has a column for the Work Item Number (or Item No's) and Description or Services to be Subcontracted to UDBEs. The UDBE should provide a certification number to the Consultant. Notify the Consultant in writing with the date of the decertification if their status should change during the course of the contract. The form has a column for the Names of certified UDBEs to perform the work (must be certified on the date proposals are received and include UDBE address and phone number). Enter the UDBE prime consultant and subconsultant certification numbers. Prime consultants shall indicate all work to be performed by UDBEs including, if the prime consultant is a UDBE, work performed by its own forces.

There is a column for the total UDBE percentage. Enter the Total Claimed UDBE Participation percentage of items of work submitted with the proposal pursuant to the Special Provisions. (If 100% of item is not to be performed or furnished by the UDBE, describe exact portion of time to be performed or furnished by the UDBE.) See Notice to Bidders/Proposers Disadvantaged Business Enterprise Information to determine how to count the participation of UDBE firms. Note: If the proposer has not met the contract goal, the local agency must evaluate the proposer's good faith efforts to meet the goal in order to be considered for award of the contract.

Exhibit 10-O (1) must be signed and dated by the consultant proposing. Also list a phone number in the space provided and print the name of the person to contact.

For the Success Proposer only, local agencies should complete the Contract Award Date and Federal Share fields and verify that all information is complete and accurate before signing and sending a copy of the form to the District Local Assistance Engineer within 15 days of award. Failure to submit a completed and accurate form within the 15-day time period may result in the de-obligation of funds on this project.

District DBE Coordinator should verify that all information is complete and accurate. Once the information has been verified, the **District Local Assistance Engineer** signs and dates the form.

**INSTRUCTIONS - LOCAL AGENCY PROPOSER DBE INFORMATION
(CONSULTANT CONTRACTS) (Revised 03/09)**

SUCCESSFUL PROPOSER:

The form requires specific information regarding the consultant contract: Agency, Location, Project Description, Federal Aid Project Number (assigned by Caltrans-Local Assistance), Proposal Date, and Successful Proposer's Name.

The form has a column for the Description or Services to be Subcontracted by DBEs. The DBE should provide a certification number to the prime consultant. The form has a column for the Names of DBE certified consultants to perform the work (must be certified on the date the proposal is received and include DBE address and phone number). Enter DBE prime consultant's and subconsultants' certification numbers. The prime consultant shall indicate all work to be performed by DBEs including, if the prime consultant is a DBE, work performed by its own forces.

Enter the Total Claimed DBE Participation percentage of items of work in the total DBE Dollar Amount column. (If 100% of item is not to be performed by the DBE, describe the exact portion of time to be performed by the DBE.) See Notice to Proposers/Bidders Disadvantaged Business Enterprise Information to determine how to count the participation of DBE firms.

Exhibit 10-O (2) must be signed and dated by the successful proposer at contract execution. Also list a phone number in the space provided and print the name of the person to contact.

For the successful proposer, Local agencies should complete the Contract Award Date and Federal Share fields and verify that all information is complete and accurate before signing and sending a copy of the form to the District Local Assistance Engineer within 15 days of contract execution. Failure to submit a completed and accurate form within the 15-day time period may result in the de-obligation of funds on this project.

District DBE Coordinator should verify that all information is complete and accurate. Once the information has been verified, the **District Local Assistance Engineer** signs and dates the form.

APPENDIX E-5 - UDBE INFORMATION—GOOD FAITH EFFORTS

Federal-aid Project No. _____ Bid Opening Date _____

MTC established an Under-utilized Disadvantaged Business Enterprise (UDBE) goal of 4% for this project. The information provided herein shows that a good faith effort was made.

Bidders shall submit the following information to document adequate good faith efforts. Bidders should submit the following information even if the “Local Agency Bidder – UDBE Commitment” form indicates that the bidder has met the UDBE goal. This will protect the bidder’s eligibility for award of the contract if the administering agency determines that the bidder failed to meet the goal for various reasons, e.g., a UDBE firm was not certified at bid opening, or the bidder made a mathematical error.

Submittal of only the “Local Agency Bidder – UDBE Commitment” form may not provide sufficient documentation to demonstrate that adequate good faith efforts were made.

The following items are listed in the Section entitled “Submission of UDBE Commitment” of the Special Provisions:

- A. The names and dates of each publication in which a request for UDBE participation for this project was placed by the bidder (please attach copies of advertisements or proofs of publication):

Publications	Dates of Advertisement

- B. The names and dates of written notices sent to certified UDBEs soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the UDBEs were interested (please attach copies of solicitations, telephone records, fax confirmations, etc.):

Names of UDBEs Solicited	Date of Initial Solicitation	Follow Up Methods and Dates

- C. The items of work which the bidder made available to UDBE firms, including, where appropriate, any breaking down of the contract work items (including those items normally performed by the bidder with its own forces) into economically feasible units to facilitate UDBE participation. It is the bidder's responsibility to demonstrate that sufficient work to facilitate UDBE participation was made available to UDBE firms.

Items of Work	Bidder Normally Performs Item (Y/N)	Breakdown of Items	Amount (\$)	Percentage Of Contract
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- D. The names, addresses and phone numbers of rejected UDBE firms, the reasons for the bidder's rejection of the UDBEs, the firms selected for that work (please attach copies of quotes from the firms involved), and the price difference for each UDBE if the selected firm is not a UDBE:

Names, addresses and phone numbers of rejected UDBEs and the reasons for the bidder's rejection of the UDBEs:

- E. Efforts made to assist interested UDBEs in obtaining bonding, lines of credit or insurance, and any technical assistance or information related to the plans, specifications and requirements for the work which was provided to UDBEs:

- F. Efforts made to assist interested UDBEs in obtaining necessary equipment, supplies, materials, or related assistance or services, excluding supplies and equipment the UDBE subcontractor purchases or leases from the prime contractor or its affiliate:

- G. The names of agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using UDBE firms (please attach copies of requests to agencies and any responses received, i.e., lists, Internet page download, etc.):

Name of Agency/Organization	Method/Date of Contact	Results
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- H. Any additional data to support a demonstration of good faith efforts (use additional sheets if necessary):

Name of Proposing Company	
Signature of Authorizing Official	
Date	